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 IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Michael P. Landolfi <div style="text-align: right;"><u>Debtor</u></div>		CHAPTER 13
Toyota Motor Credit Corporation <div style="text-align: right;"><u>Movant</u></div>		
vs.		NO. 17-13599 MDC
Michael P. Landolfi <div style="text-align: right;"><u>Debtor</u></div>		
William C. Miller Esq. <div style="text-align: right;"><u>Trustee</u></div>		11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the vehicle held by the Movant on the Debtor's vehicle is **\$760.51**, which breaks down as follows;

Post-Petition Payments:	January 20, 2018 to February 20, 2018 at \$431.17/month
Suspense Balance:	\$101.83
<b>Total Post-Petition Arrears</b>	<b>\$760.51</b>

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning on March 20, 2018 and continuing through August 20, 2018 , until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$431.17** on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twentieth (20<sup>th</sup>) of each month, plus an installment payment of **\$126.75 from March 2018 to July 2018 and \$126.76 in August 2018** towards the arrearages on or before the last day of each month at the address below;

Toyota Motor Credit Corporation  
 P.O. Box 5855  
 Carol Stream, IL 60197-5855

b). Maintenance of current monthly vehicle payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s)

should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
9. The undersigned seeks court approval of this stipulation.
- 10.. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 13, 2018

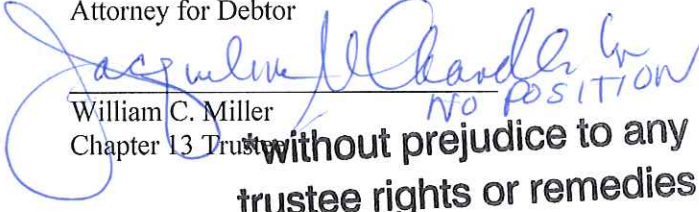
By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire  
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(215) 627-1322 FAX (215) 627-7734

Date: 3/19/18

s/Lawrence S Rubin

Lawrence S. Rubin  
Attorney for Debtor

Date: 4/18/18

  
William C. Miller  
Chapter 13 Trustee

**without prejudice to any  
trustee rights or remedies**

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Magdeline D. Coleman